

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

JEFFREY LUM, et al.,
Plaintiffs,

v.

SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 521,
et al.,

Defendants.

Case No. 14-CV-05230-LHK

**ORDER APPROVING ATTORNEY'S
FEES AND COSTS**

Re: Dkt. No. 63

After notice to the members of the certified settlement class, Plaintiffs' Unopposed Motion for an Award of Attorney's Fees and Costs ("Motion"), ECF No. 63, came on for hearing before the Court on June 30, 2016, pursuant to Federal Rule of Civil Procedure 23(h) and Rule 54(d)(2). The Court hereby GRANTS Plaintiffs' Motion. Pursuant to 42 U.S.C. § 1988 and Rule 23(h)(3), the Court sets forth here its findings of fact and conclusions of law.

FINDINGS OF FACT:

1. As a result of this Court's final approval of the parties' Settlement Agreement and Release of Counts II and III of First Amended Complaint ("Settlement Agreement"), and its finding that said Settlement Agreement is fair, reasonable, and adequate to the settlement class

1 members, Plaintiffs have achieved most of the relief they sought in this class action that was filed
2 pursuant to 42 U.S.C. § 1983. *See* ECF No. 76 (Court's Order Granting Final Approval of
3 Settlement); ECF No. 53-1 (Settlement Agreement).

4 2. In the Settlement Agreement, Defendants agreed not to oppose, and Defendant
5 Service Employees International Union, Local 521 agreed to pay, Plaintiffs' attorneys' reasonable
6 attorney's fees and costs, as awarded by the Court, up to, but not to exceed, \$130,000.00.

7 3. No objections were filed by settlement class members to the award of attorney's
8 fees and costs in this matter.

9 4. Having considered the Memorandum of Points and Authorities and the declarations
10 filed in support of Plaintiffs' Motion, the Court finds that the prevailing market rate range in this
11 District for the kind and quality of services furnished by Plaintiffs' attorneys in this case
12 encompasses the hourly rates requested in Plaintiffs' Motion by Plaintiffs' attorneys and litigation
13 assistant.

14 5. As demonstrated by the declarations filed in support of the Motion, Plaintiffs'
15 attorneys have reasonably expended enough time and expenses in this case to be awarded
16 \$130,000.00 in attorney's fees and costs at the requested hourly rates.

17 **CONCLUSIONS OF LAW:**

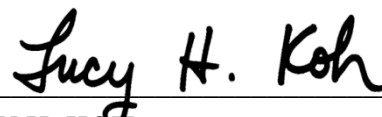
18 1. Having achieved most of the relief sought in this action through the Court-
19 approved Settlement Agreement, for purposes of 42 U.S.C. § 1988, the Court finds that Plaintiffs
20 are prevailing parties in this action.

21 2. The fee arrangement and amount agreed to in the Settlement Agreement is fair and
22 reasonable and is hereby approved.

23 **THEREFORE, IT IS HEREBY ORDERED** that, within thirty (30) days after the
24 date on which all appeals that may be taken from this Court's order awarding attorney's fees and
25 costs have been exhausted or abandoned, Defendant Service Employees International Union Local
26 521 shall pay the National Right to Work Legal Defense and Education Foundation, Inc.,
27 \$130,000.00 for Plaintiffs' attorney's fees and costs in this action.

IT IS SO ORDERED.

Dated: June 30, 2016

A handwritten signature in black ink that reads "Lucy H. Koh". The signature is written in a cursive, flowing style.

LUCY H. KOH
United States District Judge

United States District Court
Northern District of California

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28